

Midterm Review for UNAIDS Regional AIDS Response

Request for Proposal (RFP)

Reference Number: RFP-2015-09

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1. INTRODUCTION

1.1 Objective of the RFP

The purpose of this Request for Proposal (RFP) is to enter into a contractual agreement with a successful bidder and select a suitable contractor to carry out a midterm review of UNAIDS Regional Support Team Eastern and Southern Africa (RST ESA) HIV programme.

UNAIDS is an organization that is dependent on the budgetary and extra-budgetary contributions it receives for the implementation of its activities. Bidders are therefore requested to propose the best and most cost-effective solution to meet UNAIDS requirements, while ensuring a high level of service.

For more information about UNAIDS please consult our website www.unaids.org.

1.2 Characteristics of the bidder

1.2.1 Status

- The provider shall be a public institution, company, individual/s or NGO operating in the field of HIV and/or public health, with proven expertise in of conducting reviews and evaluations, preferably for UN agencies.

1.2.2 Accreditations

- No specific requirement.

1.2.3 Previous experience

- Previous work with UNAIDS or other international institution operating in the field of HIV and AIDS, public health or sexual reproductive health
- Extensive knowledge of (minimum 7 years) and demonstrated relevant experience of conducting reviews and evaluations, preferably for UN agencies
- Minimum 7 years demonstrated and relevant experience in report writing Experience in programming and particular on a regional level is desirable
- Strong knowledge in programming for HIV prevention, gender equality and vulnerable groups
- Strong qualitative data collection and analysis skills
- Strong communication skills and ability to capture results in an accessible way
- Strong Management skills and ability to negotiate with a wide range of stakeholders
- Sound knowledge of UNAIDS' work
- Fluency in English
- Knowledge in Portuguese would be an asset

1.2.4 Logistic capacity

- Established presence (either alone or through a consortium) in: 3-4 Countries in Eastern and Southern Africa. Countries to be decided.
- Capacity to hold teleconferences and/or videoconferences.

1.2.5 Staffing

- Staff appointed by the bidder should work on the midterm review on a full-time basis.
- All requirements listed above (under the “1.2.3 Previous experience” section) apply to organizations (bidders) and to all staff appointed by the bidder to perform the tasks.

1.3 Work to be performed

1.3.1 Key requirements

1.3.1.1 Background on the HIV epidemic in the ESA Region and Commitments

The region explains about 50% of the global burden of HIV, with about 18.5 million people currently estimated to be living with HIV. There is a lot of variation in the epidemics in the region and the rates at which incidence is falling. The pace at which we scale up the response in ESA will determine how quickly we can move towards an AIDS-free generation. Estimates from 2013 show:

▪ Number of people living with HIV	18.5 million
▪ Number of children living with HIV	2.0 million
▪ Number of new HIV infections	1.1 million
▪ Number of new HIV infections among children	120,000
▪ Number of AIDS deaths	730,000
▪ Number of people receiving ART	8.2 million

The HIV epidemic disproportionately affects women in the region. Approximately 60% of the people living with HIV in the region are women. The vulnerability of young women aged 15-24 years is a particular cause for concern, with infection rates about six to eight times higher than in young men in the same age group. Young people between the ages of 15-24 are estimated to account for 40% of all new HIV infections. Key populations – that represent important sub-epidemics in the region, also face challenges, often in relation to access to services and human rights issues such stigma and discrimination. Although ESA is the region most hit by AIDS, it is simultaneously the region demonstrating progress in most areas – although with country variations. There is a significant political and leadership commitment to the AIDS response in key high prevalence countries of the region. Civil society and community activism and mobilisation have propelled the region to substantial change. While much progress has been made in the AIDS response, substantial challenges and gaps remain. These need to be addressed at regional and country level.

In 2010, the UNAIDS Programme Coordinating Board (PCB) adopted the UNAIDS Strategy 2011-2015, which is a roadmap for the UN Joint Programme. The Strategy has goals and milestones on the path to achieving UNAIDS’ vision of “Zero new HIV infections, Zero discrimination, Zero AIDS-related deaths” and it is operationalised by the UNAIDS 2012-2015 Unified Budget, Results and Accountability Framework (UBRAF).

In June 2011, the UN General Assembly High Level Meeting on AIDS (HLM) adopted a “Political Declaration on HIV and AIDS: Intensifying Our Efforts to Eliminate HIV and AIDS”. The HLM reaffirmed global commitments for HIV and set clear and ambitious targets to be met and reported upon by member states by 2015. In an official side event of the HLM, member states also committed to implement a “Global Plan on the Elimination of New Infections in Children by 2015 and Keeping their Mothers Alive”. The “UN Security Council Resolution 1983” on addressing HIV and GBV in conflict and post conflict settings was passed by the UN Security Council sitting of June 2011. In July 2012, AU Heads of State adopted a “Roadmap on Shared Responsibility and Global Solidarity for AIDS, TB and Malaria Response in Africa”. The AU Roadmap offers a set of practical and African-owned solutions, which are structured around three strategic pillars - health governance, diversified financing and access to medicines; to enhance sustainable responses to AIDS, TB and malaria.

These frameworks provide the overriding guidance to the AIDS response at global, regional and country levels. They are the guiding frameworks for the UNAIDS RST ESA work plan/programme of work.

More recently, AIDS stakeholders at the global level, including the UNAIDS Programme Coordinating Board (PCB), have embraced the ambition of ending AIDS as a public health threat by 2030. To achieve this, the PCB has requested that the 2011-2015 UNAIDS Strategy be updated and extended for the 2016-2021 period to guide progress towards several ambitious “Fast-Track” targets. The new set of targets that would need to be reached by 2020 include achieving 90-90-90: 90% of people living with HIV knowing their HIV status; 90% of people who know their HIV-positive status on treatment; and 90% of people on treatment with suppressed viral loads.

1.3.1.2 The project: “Expanded Accelerated AIDS Response towards HLM Targets and Elimination Commitments in ESA Region 2013 – 2016”

In this context, Sida’s Regional Team HIV & AIDS Team, Embassy of Sweden Lusaka supports UNAIDS Regional Support Team (RST) Eastern and Southern Africa (ESA) with catalytic funding for strategic and innovative actions to accelerate HIV prevention programmes in the ESA region.

The current grant “Expanded Accelerated AIDS Response towards HLM Targets and Elimination Commitments in ESA Region 2013 – 2016” focuses on supporting the generation and use of strategic information and knowledge; national and regional capacity development for HIV prevention results; gender, human rights, leadership commitment and strategic partnerships to achieve effective combination prevention across 21 countries in ESA.

The amount of the grant is 129 500 000 SEK for activities to be undertaken for the specific period of 1 June 2013 to 31 March 2017. The overall objectives and strategic areas of the project were defined as “Strengthened AIDS response in ESA countries to achieve the HLM targets and elimination commitments”. The project was initially designed around seven strategic areas, namely:

1. Consistent and expanded leadership to ensure HIV remains high in the political, development and health agenda to achieve global, regional and national commitments.
2. Evidence utilised to scale-up and sustain efficient and effective national and regional AIDS responses.
3. Countries are scaling-up key programmatic areas for an efficient and effective AIDS response.
4. Strong regional CSOs monitoring accountability and activity participating in shaping the AIDS response in the region to achieve global and regional targets, including the HLM, eMTCT commitment and the AU Roadmap.
5. Legal and social protection of human rights of PLHIV and key populations enacted and enforced, and stigma and discrimination removed in at least 50% of the ESA countries.
6. Partnerships around model programmes to reduce gender inequality and promote access to HIV services targeting women and girls are expanded in national AIDS responses.
7. Access to SRHR and HIV integrated services are expanded in seven Southern African countries

Following the first annual review of the project held June in 2014, the RST developed a Result Based Framework (Annex 1) to further accelerate an impact driven response toward ending AIDS in 2030. The framework aims to facilitate a more result driven response and to strengthen RST ESA’s result-based reporting. Thus, the framework streamlined the above seven strategic areas into four main outcomes:

1. HIV is maintained on the political, development and health agendas and key global, regional and national HIV commitments are implemented.
2. Countries’ planning, programming and decision making is based on high quality strategic information.
3. Communities are accessing equitable expanded HIV services (prevention, treatment and care).
4. Countries have sustainable resources for HIV response

Each outcome has intermediate outcomes and outputs as described in RST ESA Results Based Framework. The activities specified in the RST ESA's workplan for 2015 are aligned with the Results Based Framework.

1.3.1.3 Purpose and objectives of the midterm review

The purpose of the midterm review is to take stock of and learn from the progress, gaps and challenges and provide a solid base of evidence to inform UNAIDS RST ESA strategic decisions on the way forward of its HIV programme. The midterm review will not single out (or attribute) results achieved through Sida funding but cover the overall RST ESA UNAIDS support programme. The programme will be assessed in terms of its effectiveness, relevance, sustainability and to some extent efficiency in achieving results.

Conclusions from the midterm review and related recommendations should be pragmatic/actionable and structured around:

1. What aspects of the programme should be scaled up?
2. What could be done differently?
3. What should be dropped?

1.3.1.4 Involvement of programme Stakeholders

The midterm review is a participatory process. Stakeholders of the programme will actively take part in the process (at various degrees: in the design, provision of information, validation phases). Stakeholders of the programme are:

- UNAIDS (Country offices in the ESA Region, RST ESA, HQ)
- UNAIDS co-sponsors
- Sida, donors and development partners including USG/PEPFAR and the Global Fund
- The African Union and Regional Economic Communities (SADC, EAC)
- Governments and AIDS authorities in ESA countries
- Civil society organisations and community based organisations
- Research institutions
- Media in the ESA region

1.3.1.5 Review criteria, questions and methodology

The UNAIDS RST ESA Result Based (RBM) Framework (Annex 1) will be used as a basis for the midterm review. Results that were achieved before the development of this Framework will be mapped back to it for the purpose of the review. Review of progress will cover the four outcomes, intermediate outcomes, outputs and UNAIDS RST ESA strategic functions (Mutual accountability; Coordination, coherence and partnership; Leadership and advocacy) of the Result Based Framework at regional and country levels.

As depicted in the UNAIDS RST ESA RBM framework, UNAIDS deliverables/contributions are at the output and strategic functions level while outcomes are framed as regional/country results. The midterm review will therefore focus on assessing results at output and strategic functions level (UNAIDS RST programme) and relate them (using TOC/ the current RBM Framework) to outcomes results (progress achieved by countries in the ESA region).

1.3.1.6 Review criteria and questions

Progress will be assessed in terms of the following criteria: **relevance, effectiveness, sustainability** as well as **efficiency** in achieving results. These criteria are among the ones recommended by the OECD/DAC and adopted by Sida as standard yardsticks for the evaluation of development interventions¹.

Specific review questions under each of the review criteria will guide data collection and ensure recommendations and lessons will be relevant to the review purpose. Possible questions, adapted from the ones proposed in the Sida Evaluation Manual¹ are listed below. Questions will be reviewed and streamlined at the inception of the midterm review with the participation of programme stakeholders.

While assessment of progress will cover the full chain of results in the UNAIDS RST ESA Results Based Framework, the focus of the review will be at the output and strategic functions level, where the contribution of the UNAIDS RST ESA can be directly assessed; with an analysis of how outputs have contributed to outcome achievements.

Draft sample of possible questions organized by review criteria

Review criteria	Proposed questions	Proposed level of analysis
Effectiveness <i>To what extent has the programme achieved its objectives or will it do so in the future</i>	To what extent were results achieved? <i>Note: at the outcome and intermediate outcome level existing indicators (with baselines and targets) will also be analyzed to assess progress</i>	Outcomes Intermediary outcomes Outputs (where relevant) and strategic functions
	To what extent is the identified progress the result of the programme rather than extraneous factors?	Outcomes Intermediary outcomes
	What are the reasons for the achievement or non-achievement?	Outputs (where relevant) and strategic functions
	What can be done to make the programme more effective?	Outputs (where relevant) and strategic functions
Relevance <i>Is the programme consistent with needs and priorities of its beneficiary populations and existing commitments?</i>	Is the programme consistent with the needs and priorities of its beneficiary populations (disaggregated by age and gender) in the ESA region?	Outputs (where relevant)
	How urgent (prioritized) is it from the point of view of the HIV-related needs of the people (disaggregated by age and gender) in the ESA region?	Outputs (where relevant)
	Is the programme well in tune with existing commitments of reaching HLM targets by 2015 and fast tracking the HIV response in view of ending AIDS by 2030. Is it consistent with Sida policies, including those on gender?	Outputs (where relevant)
	Is the programme technically adequate solution to the development problem at hand?	Outputs (where relevant)
	Does it adequately address critical enablers for an effective HIV response, including gender issues?	Outputs (where relevant)
	Is the programme consistent and complementary with contributions of other donor organisations?	Outputs (where relevant)
Sustainability <i>Will the benefits produced by the programme be maintained after the cessation of external support?</i>	Is the programme consistent with regional/country partners' priorities? Are requirements of local ownership satisfied?	Outputs (where relevant)
	Did regional/country stakeholders participate in the planning and implementation of the intervention?	Outputs (where relevant)
	Do country and regional stakeholders have the financial capacity to maintain the benefits from the intervention when donor support has been withdrawn?	Outputs (where relevant)
Efficiency <i>Can the costs of the programme (Sida funds contribution) be justified by the results?</i>	Has the programme been managed with reasonable regard for efficiency?	Outputs and strategic functions (overall/ with no output disaggregation)
	What measures have been taken during planning and implementation to ensure that resources are efficiently	Outputs and strategic functions (overall/ with no

¹ Looking Back, Moving Forward, Sida Evaluation Manual, 2nd revised edition. 2007.

	used including the use of the risk mitigation strategy developed	output disaggregation)
	Could more of the same overall results have been produced with the same resources?	Outputs and strategic functions (overall/ with no output disaggregation)

Gender and youth considerations for the review

Due to the prominence of gender and age issues in relation to the HIV epidemic in the ESA region, gender results were specifically included in the RBM framework: ref. output 3.6 (Increased focus on women and girls in their diversity to increase gender equality in HIV services (...)) and output 3.7 (Programmatic and political combination prevention package for adolescents and young women developed including GBV). By reviewing those outputs (using the criteria presented above), the review will also assess how the programme is contributing to gender equality. Additionally, gender aspects were mainstreamed in some of the proposed review questions.

1.3.1.7 Data collection methods

Data collection aims at providing overall progress information on outcomes and detailed information on outputs and strategic functions (as per the review criteria/questions). Data collection methods and efforts will vary with those levels:

- Secondary data collection at the outcome level;
- Primary and secondary data collection for outputs and strategic functions.

The midterm review will draw on a variety of data collection methods and sources including:

For outcomes and intermediate outcomes:

- Document review focusing on the project planning documents, the 2013 and 2014 annual reports, and on other existing regional and country reports (such as GARPR reports <http://www.unaids.org/en/dataanalysis/knowyourresponse/globalaidsprogressreporting>) and regional syntheses on the AIDS response

For outputs and strategic functions:

- Document review focusing on the project planning documents and the 2013 and 2014 annual reports, relevant meeting and activity reports and other existing regional and country reports where needed
- Document reviews of a selected number of UNAIDS Country offices annual reports in the region (particularly the Joint Programme Monitoring System (JPMS) country reports and the United Nations Development Assistance Framework (UNDAF) reports – available at UNAIDS upon request)
- Semi-structured interviews with RST ESA UNAIDS, selected UCOs, Cosponsors at the regional level and in selected countries
- Semi-structured interviews (or short surveys) and whenever feasible and necessary focus group discussions with key stakeholders at the regional level and in selected countries, including government/NAC officials, donors, AU and regional bodies, representatives of civil society organizations, research institutions, media etc.

Data collection methods must be linked to the review criteria and questions and within the scope of the review. The use of a review matrix is helpful in linking these elements together. In addition, the precise data collection methods should be identified following:

- Understanding of the availability of existing evaluative evidence;
- Logistical constraints (travel, costs, time, etc.); and
- Ethical considerations (especially when evaluating sensitive issues such as key population, human rights and HIV, or in sensitive settings such as meeting with key population representatives). The overall ethical principle that the review must adhere to is the principle of “do no harm”.

1.3.1.8 Scope of the review

Programme coverage. The review will not single out (attribute) results achieved through Sida funding but assess the overall RST ESA UNAIDS support programme (outputs and regional outcomes to which those outputs contribute).

Geographical scope. The review shall cover:

- The regional level and **all** countries in the region at outcomes and intermediate outcomes level (secondary data only), and
- The regional level and **a selection of** countries in the region for data collection and analysis at the outputs level and in relation to strategic functions. Three to four countries will be selected based on agreed criteria such as being high in the list of fast track countries (=contribution to overall number of new infections) and receiving a larger share of UNAIDS RST ESA support. **Selection criteria and the list of countries will be agreed at the inception of the midterm review by the midterm review Steering Committee (UNAIDS and Sida).**

Time period: The review shall cover the period between June 2013 and April 2015.

1.3.1.9 Structure of the midterm review report

The outline of the report should be as follows:

Executive summary: Summary of the review, with emphasis on main findings, conclusions, lessons learned and recommendations.

Introduction: Brief description of the programme, and its purpose, logic, history, organisation and stakeholders

Methodology of the review: Presentation of the review's purpose and methodology (criteria, questions, review matrix (data collection and analysis), stakeholders participation to the review process etc.)

Main findings: Factual evidence (results) relevant to the questions asked by the review at the regional and country levels and interpretations of such evidence

Conclusions/Lessons learned: General conclusions with a potential for wider application and use

Recommendations: Actionable proposals regarding programme improvements addressed to the client of the evaluation (UNAIDS RST ESA) or other intended users/stakeholders. Recommendations shall include what aspects of the programme can be scaled up, done differently and discontinued.

Annexes: Terms of reference, data collection tools, references, etc.

1.3.1.10 Oversight and Management of the Review

Oversight

A midterm review Steering Committee (MRC) will ensure oversight of the review (reviewing/validating methodology and inception report, draft report and final report).

The MRC will be led by the UNAIDS RST ESA Deputy Regional Director under the authority of the Regional Director, and include one representative from UNAIDS HQ; one UCD from a country in ESA and representatives from Sida. Sida will therefore be fully informed and consulted at every critical stage of the midterm review.

Management

The UNAIDS RST ESA office is responsible for the management of the review (with support from UNAIDS HQ as needed) and to organizationally and technically support the work of the consultant/s (drawing from other expertise in the organization as relevant). UNAIDS country offices will facilitate

access to information and provide necessary logistic/organizational support in the country selected for country visits/data collection as necessary.

The team of independent consultants will report directly to the UNAIDS RST ESA Deputy Regional Director (and/or his focal point). External validation is built into the review process by organizing a dialogue with partners at the time of review and validation of draft reports.

1.3.1.11 Tentative consultancy timeline and deliverables for the midterm review assignment

UNAIDS expects the consultancy to have an overall duration of no more than three months with the bidder proposing clearly stages within it for all the activities to be conducted.

UNAIDS expectation is to award the contract in June-2015.

Bidders must present a proposed methodology including a phased work plan and detailed estimation of workload for each phase having into consideration the requirements expressed above.

Activities towards the achievement of each of the deliverables must be proposed.

Actions	INDICATIVE Number of Days
1. Development of work plan and Inception Report	2 Days
2. Development of data collection tools and Review Matrix (levels of analysis, criteria, questions) <i>Final tools and methodology to be agreed upon by UNAIDS and Sida, with inputs from other stakeholders</i>	3 Days
3. Data Collection: consultant/s collect data deploying various data collection methods agreed upon.	20 Days 8 days document review and primary data collection at regional level and 3days primary data collection per each selected country
4. Development of preliminary midterm review report for submission to UNAIDS RST ESA, donors (Sida), other stakeholders for feedback (electronically). Redrafting the report based on feedback.	5 Days
5. Facilitation of a validation workshop at the regional level Final midterm review report: incorporation of the feedback from stakeholders to develop the final report of the midterm review Report and	5 Days
TOTAL	35 Days over a period of three months

1.3.2 Reporting requirement

- Midterm Review Inception Report and data collection/analysis tools (review matrix)
- Midterm Review Draft Report
- Facilitation of a validation workshop in Johannesburg, presenting the key findings

- Final Midterm Review Report in word and PP format

1.3.3 Finance and accounting requirements

A detailed financial report should be submitted by the contractor upon completion of the assignment to be approved by UNAIDS. This approved report will serve as justification for final payment

1.3.4 Performance monitoring

- Timely delivery of deliverables will be measured against the phased work plan as agreed with the contractor at the inception of the consultancy
- Draft reports will be reviewed at approved by the midterm review Steering Committee (MRC) prior to final versions
- The contractor will be monitored and deliverables accepted based on the methodology, phased work plan and deliverables agreed at the inception of the consultancy.

1.3.5 Further Capacities

No additional capacities required

2. INSTRUCTIONS TO BIDDERS

Bidders should follow the instructions set forth below in the submission of their proposal to UNAIDS.

2.1 Language of the Proposal and other Documents

The proposal prepared by the bidder, and all correspondence and documents relating to the proposal exchanged between the bidder and UNAIDS shall be written in the English language.

2.2 Intention to Bid

No later than **21 April 2015**, the bidder is requested to complete and return by email to UNAIDS:

1. The enclosed RFP_Acknowledgement.doc form signed as confirmation of the bidder's intention to submit a *bona fide* proposal and designate its representative to whom communications may be directed, including any addenda; and
 2. The enclosed RFP_Confidentiality.doc form signed. (If the bidder does not announce its intention to bid, this document is required to be part of the final submission
- Email for submissions of acknowledgement: Bids@unaids.org
 - Email Subject: Intention to bid for RFP-RFP-2015-09

Please note that the Intention to Bid is not a requirement to submit a proposal, however UNAIDS will be able to better identify potential bidders announcing their intention to bid, and communicate with them in case of changes to the RFP or clarifications to questions asked.

2.3 Cost of Proposal

The bidder shall bear all costs associated with the preparation and submission of the proposal, including but not limited to the possible cost of discussing the proposal with UNAIDS, making a presentation, negotiating a contract and any related travel.

UNAIDS will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the selection process

2.4 Contents of the Proposal

Proposals must offer services for the total requirement. Proposals offering only part of the requirement may be rejected.

The bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in this RFP. Failure to follow the instructions provided, terms and specifications and/or to submit the forms requested will be at the bidder's risk and may affect the evaluation of the proposal.

2.5 Joint Proposal

Two or more entities may form a consortium and submit a joint proposal offering to jointly undertake the work. Such a proposal must be submitted in the name of one member of the consortium - hereinafter the "lead organization". The lead organization will be responsible for undertaking all negotiations and discussions with, and be the main point of contact for UNAIDS. The lead organization and each member of the consortium will be jointly and severally responsible for the proper performance of the contract

2.6 Communications during the RFP Period

A prospective bidder requiring any clarification on technical, contractual or commercial matters may notify UNAIDS via email at the following address:

Email for submissions of all queries: Bids@UNAIDS.org
Subject: Bid Ref. RFP-2015-09

UNAIDS will respond in writing by a consolidated document to any request for clarification of the RFP that it receives prior to **21 April 2015**.

The consolidated document of UNAIDS's response to all questions (including an explanation of the query but without identifying the source of enquiry) will be made available to all prospective bidders on the UNAIDS website, Request for Proposals section after the date indicated above. Questions are to be submitted in the format "Paragraph Number - Question."

There shall be no individual presentation by or meeting with bidders until after the closing date. From the date of issue of this RFP to the final selection, contact with UNAIDS officials concerning the RFP process shall not be permitted, other than through the submission of queries at the indicated email address above and/or through a possible presentation or meeting called for by UNAIDS, in accordance with the terms of this RFP.

2.7 Proposal structure

2.7.1 Proposal Submission Form

The bidder's proposal must be accompanied by a Proposal Submission Form, in the form attached hereto, signed by a duly authorized representative of the bidder, stating:

- That the proposal meets the requirements of the RFP,
- That the bidder undertakes, on its own behalf and on behalf of its possible partners and contractors, to provide the goods/services in accordance with the terms of the Request for Proposal (RFP), and its accompanying documents, for the amount set forth in the attached Financial Proposal,
- The number of days the proposal is valid (from the date of closing of the RFP).

2.7.2 Information of Firm/Organization submitting Proposal

In case of individuals, a brief summary of qualifications and expertise is requested to be attached.

In case of companies bidding, the following information must be provided in order to ascertain capabilities to deliver the work proposed.

Information of Firm/Organization submitting Proposal	
1	Company Information
1.1	Corporate information
1.1.1	Company mission statement (if applicable)
1.1.2	Quality Assurance / Quality Control mechanisms in place at the company
1.1.3	Organization structure
1.1.4	Geographical presence
1.2	Staffing information
1.2.1	Number and Geographical distribution of staff
1.2.2	Number of consultants employed on similar projects in each of the past three years
1.3	Audited financial statements for the past three (3) years
1.4	Legal information
1.4.1	History of Bankruptcy
1.4.2	Pending major lawsuits and litigations in excess of USD 100,000 at risk (indicate particularly those by licensees or patent infringement)
1.4.3	Pending Criminal/Civil lawsuits
1.5	Contractual relationships
1.5.1	Contractual programmes (with other UN agencies or International Organizations)
1.5.2	Company Certifications and certification status
1.6	Proposed sub-contractor arrangements including company information (as above for each sub-contractor)
2	Experiences and Reference Contact Information (list and provide up to five (5) detailed examples of relevant experience gained within the past five years of the issuance of this RFP that demonstrate the contractor's ability to deliver a solution that substantially demonstrates the functional and technical requirements of this RFP)
2.1	Project Name (project one)
2.1.1	Project Description including but not limited to project starting date and duration, project and contract value, and total FTE involved from the company
2.1.2	Status (under development/implemented)
2.1.3	Reason for Relevance (provide reason why this project can be seen as relevant to this RFP)
2.1.4	Roles and responsibilities (list and clearly identify the roles and responsibilities for each participating Organization)
2.1.4.1	Client Role and Responsibility
2.1.4.2	Contractor Role and Responsibility. Previous contractor role in project
2.1.4.3	Third party contractors Role and Responsibility. Previous specified 3 rd party role in project.
2.1.5	Team members (indicate relevant members of the team from the project that will be used in the performance of services)

Bidders will be excluded if;

- they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- they have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata; have been subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity;
- it becomes apparent to UNAIDS that they are guilty of misrepresentation in supplying, or if they fail to supply, the information required under this RFP and/or as part of the bid evaluation process ; or
- they give rise to a conflict of interest.

2.7.3 Technical Proposal

The bidder should include in this section all relevant information for UNAIDS to evaluate the proposal, including information relating to coverage of UNAIDS needs and requirements, as specified in section 1, proposed timeline, resources dedicated partially or fully to the project. {Any

specific format or breakdown of services required by UNAIDS beyond the categories listed below should also be specified in this section}

IMPORTANT: The Technical Proposal shall contain no price or cost information.

The Technical Proposal must include the following sections:

a) **Letter of motivation**

b) **Understanding of the Requirements for Services, including Assumptions**

Include any assumptions as well as comments on the services as indicated in the Technical Specifications, or as the bidder may otherwise believe to be necessary.

c) **Proposed Approach, Methodology, Implementation timelines and Outputs**

Any comments or suggestions on the technical specifications, as well as the bidder's detailed description of the manner in which it would respond to the technical specifications.

d) **Proposed Project Team Members**

The curriculum vitae of the senior professional members of the team including their specific responsibilities on this project, relevant experience and qualifications.

e) **List of personal Referees**

2.7.4 Financial Proposal

The bidder's **separate sealed** price component must contain an overall quotation in a single currency, either in US Dollars or in the currency of the bidder's country of incorporation or registration. If the bidder opts for the latter and for evaluation purposes only, its proposal will be converted into US dollars using the United Nations rate of exchange in effect on the closing date for the submission of proposals.

The Financial Proposal shall be accompanied by a cover letter signed by a duly authorized representative of the bidder, confirming the following:

- (a) the price; and
- (b) the period of validity of the bid.

In addition, the Financial Proposal must cover all the goods or services to be provided and must itemize the following costs:

- a) Design concepts, development, typesetting, amends and artwork costs
- b) Printing costs
- c) Delivery costs
- d) Travel and Per Diem costs
- e) Other costs, if any (indicating nature and breakdown).

The Financial Proposal must contain a summary of total cost for the services proposed as well as a proposed schedule of payments, all of which must be expressed and will be made in the currency of the proposal.

In preparing Financial Proposals, bidders should carefully note the following provisions regarding UNAIDS policies on limitations on advance payments, retention, performance bonds, etc.

UNAIDS' general policy is to pay for the performance of contractual services rendered or to effect payment upon the achievement of specific milestones described in the contract.

Please note that UNAIDS' policy is to make an advance payment up to a maximum of 25 per cent upon signature of a contract, whether a private firm, NGO or a government or other entity.

UNAIDS, at its discretion, may however determine that such payment is not warranted or determine the conditions under which such payment would be made. In any case where an advance payment for \$50,000 or more is requested and subsequently approved, UNAIDS will normally require a bank guarantee or other suitable security arrangement. Further information may be requested by UNAIDS at the time of finalizing contract negotiations with the selected bidder.

Any request for an advance payment is to be justified and documented and must be submitted with the financial proposal. This justification shall explain the need for the advance payment, itemize the amount requested and provide a time-schedule for utilization of said amount. In addition, the bidder must submit documentation regarding its financial status, e.g. audited financial statements at 31 December of the previous year, and include this documentation with its financial proposal. Further information may be requested by UNAIDS at the time of finalizing contract negotiations with the selected bidder.

UNAIDS Travel Policy is to cover and reimburse air tickets only in Economy Class using the most direct route available. UNAIDS does not cover Per Diem cost exceeding that defined by the United Nations at the time of the travel for the specific destination of the travel.

2.8 Format and Signing of Proposals

The bidder shall submit the proposal in **two separate emails**.

This first email must contain the complete technical proposal. Each complete technical proposal should include the following:

- The proposal (as specified in section 2.7.1, 2.7.2 and 2.7.3) and supporting documents (marked clearly **Bid Ref RFP RFP-2015-09**)
- Signed proposal submission Form

This second email must contain the financial proposal and its cover letter as specified in section 2.7.4.

Please also note the following instructions for preparation of the Proposal:

- 1) All pages of the proposal shall be numbered in the format 'Page X of Y'.
- 2) The electronic copy of the proposal and supporting documents should be in PDF, or MS Office compatible format (Word, Excel, Power Point or MS Project). The responses to the functional requirements should be submitted in the structure provided in this RFP. The proposed timeline project plan should be either in MS Project MPP, XLS or PDF format.

The "Technical Proposal" shall be forwarded to TechnicalBids@unaids.org and the "Financial Proposal" forwarded separately to FinancialBids@unaids.org.

There will be no automatic confirmation of receipt as the proposals are only opened after the closing date. The email subject must include the bid reference number available on the first page of this RFP and on the UNAIDS website. Due to email size limitation, multiple emails can be sent as the bidder submission.

2.9 Period of Validity of Proposals

The offer outlined in the proposal must be valid for a minimum period of 120 calendar days after the closing date. A proposal valid for a shorter period may be rejected by UNAIDS. In exceptional circumstances, UNAIDS may solicit the bidder's consent to an extension of the period of validity. The

request and the responses thereto shall be made in writing. Any bidder granting the request will not be required nor permitted to modify its proposal.

2.10 Closing Date for Submission of Proposals

Proposals must be received at UNAIDS at the address specified in section 2.8 no later than 5 May 2015 at 5PM Geneva time.

UNAIDS may, at its own discretion, extend this closing date for the submission of proposals by notifying all bidders thereof in writing.

Any proposal received by UNAIDS after the closing date for submission of proposals may be rejected.

2.11 Modification and Withdrawal of Proposals

The bidder may withdraw its proposal any time after the proposal's submission and before the opening date, provided that written signed notice of the withdrawal (by a duly authorized representative of the bidder) via email is received by UNAIDS prior to the closing date.

The bidder's withdrawal notice shall be prepared and dispatched to be received before the closing date in accordance with section 2.10.

- Email for withdrawal of proposal: Bids@UNAIDS.org

However, if you submitted your technical and financial proposals using the option for Electronic Submission in section 2.8, then your withdrawal notice must also be submitted to these email addresses with the reference number and the word WITHDRAWAL clearly indicated in the subject line.

No proposal may be modified after the closing date for submission of proposals, unless UNAIDS has issued an amendment to the RFP allowing such modifications (see section 2.13).

No proposal may be withdrawn in the interval between the opening date and the expiration of the period of proposal validity specified by the bidder in the proposal.

2.12 Receipt of Proposals from Non-invitees

UNAIDS may, at its own discretion, extend the RFP to bidders that were not included in the individual invitation list if this is necessary and in the interest of UNAIDS. RFPs published by UNAIDS on the UNAIDS website are open for all qualified bidders.

2.13 Amendments of the RFP

At any time prior to the closing date for submission of proposals, UNAIDS may, for any reason, whether on its own initiative or in response to a clarification requested by a bidder, modify the RFP by amendment. Amendments could include modification of project scope or requirements, project timeline expectations or extension of the closing date for submission.

All prospective bidders that have received the RFP will be notified in writing of all amendments to the RFP. In addition, all amendments will be posted on the UNAIDS website in the Request for Proposals section and in any other website used by UNAIDS directly for publishing the Request for Proposals.

3. OPENING AND EVALUATION OF PROPOSALS

3.1 Opening of Proposals

UNAIDS will open the technical proposals in the presence of a Committee formed by UNAIDS at the Headquarters office in Geneva, Switzerland on a date fixed after the closing of the tendering period. Each technical proposal will be opened during the session with each bidder announced. Financial proposals will be opened only after the technical evaluation of the proposals.

There will not be a public opening of bids.

3.2 Clarification of Proposals

UNAIDS may, at its discretion, ask any bidder for clarification of any part of its proposal to assist in the examination, evaluation and comparison of proposals. The request for clarification and the response shall be in writing. No change in price or substance of the proposal shall be sought, offered or permitted during this exchange.

3.3 Preliminary Examination of Proposals

UNAIDS will examine the proposals to determine whether: (i) they are complete, (ii) any computational errors have been made, (iii) the documents have been properly signed, and (iv) the proposals are generally in order.

Please note that UNAIDS is not bound to select any of the firms/institutions submitting proposals. Furthermore, since a contract would be awarded in respect of the proposal which is considered most responsive to the needs of the project concerned, due consideration being given to UNAIDS' general principles, including economy and efficiency, UNAIDS does not bind itself in any way to select the firm/institution offering the lowest price.

3.4 Technical Evaluation of Proposals

A two-stage procedure will be utilized in evaluating the proposals, with technical evaluation of the proposal being completed prior to any evaluation of the Financial Proposal.

The technical evaluation of proposals will be accomplished by a selection panel. The selection panel will evaluate all proposals which have passed the preliminary examination of proposals according to:

- the quality of the overall proposal (**10 Points**);
- the appropriateness of the proposed approach (**15 Points**);
- the quality of the technical solution proposed (**15 Points**);
- the management strategy/plan detailed in the document (**10 Points**);
- the experience of the firm in carrying out related projects (**20 Points**);
- the qualifications and competence of the personnel proposed for the assignment (**20 Points**);
- the proposed timeframe for the project (**10 Points**).

The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The points allocated to the technical proposal correspond to 60% of the total obtainable points.

3.5 Financial Proposal Evaluation

The points allocated to the technical proposal correspond to 60% of the total obtainable points. However, the financial proposal will only be evaluated if the technical proposal achieves a minimum of 70% of the total allocable points for the technical evaluation. Proposals failing to obtain this minimum threshold will not be eligible for further consideration.

The points allocated to the financial proposal correspond to 40% of the total obtainable points. The maximum number of points (100) will be allocated to the lowest price proposal. All other price proposals will receive points in inverse proportion according to the following formula:

Points for the price component of a proposal being evaluated = $\frac{[\text{Maximum number of points for the price component}] \times [\text{Lowest price}]}{[\text{Price of proposal being evaluated}]}$

3.6 Bidders' Presentations

At the discretion of UNAIDS, selected bidders may be invited to supply additional information on the contents of their proposal during the evaluation period. Such bidders could be asked to give a presentation of their proposal (possibly with an emphasis on a topic of UNAIDS's choice) followed by a question and answer session. If UNAIDS determines that there is such a need, the presentation will be held at UNAIDS Headquarters in Geneva, or by videoconference/Internet. Bidders will be given reasonable time to prepare for the presentation.

NOTE: Presentations or other individual contact is expressly prohibited before the closing date for proposal submission.

4. AWARD OF CONTRACT

4.1 Award Criteria, Award of Contract

UNAIDS reserves the right to:

- a) Award the contract to a bidder of its choice, even if its bid is not the lowest;
- b) Award separate contracts for parts of the work, components or items, to one or more bidders of its choice, even if their bids are not the lowest;
- c) Accept or reject any proposal, and to annul the solicitation process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders and without any obligation to inform the affected bidder or bidders of the grounds for UNAIDS' action;
- d) Award the contract on the basis of UNAIDS' particular objectives to a bidder whose proposal is considered to be the most responsive to the needs of the Organization and the activity concerned;
- e) Not award any contract at all.

UNAIDS has the right to eliminate bids on technical or other reasons throughout the evaluation/selection process. UNAIDS shall not in any way be obligated to reveal, or discuss with any bidder, how a proposal was assessed, or to provide any other information relative to the evaluation/selection process or to state the reasons for elimination to any bidder

NOTE: UNAIDS is acting in good faith by issuing this RFP. However, this document does not obligate UNAIDS to contract for the supply of any products or services.

4.1.1 Right to modify Scope or Requirements during the Proposal Process

UNAIDS reserves the right to, at any time during the proposal process, modify the scope of services and goods specified in the RFP. At any time in the selection process, UNAIDS reserves the right to issue an amendment to the RFP detailing the change which should be notified only to bidders who have not been officially eliminated due to technical reasons at that point in time.

4.1.2 Right to Extend/Revise Scope or Requirements at Time of Award

UNAIDS reserves the right, at the time of award of contract, to extend/revise the scope of services and goods specified in the RFP without any change in the base price of services and goods or other terms and conditions offered by the selected bidder.

4.1.3 Right to enter into Contract Price Negotiations

UNAIDS reserves the right to enter into negotiations, with one or more bidders that have not been eliminated during the evaluation process, including but not limited to negotiations of the terms of the proposal(s), the price quoted in such proposal(s) and/or the deletion of certain parts of the work, components or items called for under this RFP..

4.2 Signing of the Contract

Within 30 days of receipt of the contract the successful bidder shall sign and date the contract and return it to UNAIDS according to the instructions provided at that time. If the bidder does not accept the contract terms without changes, then UNAIDS has the right not to proceed with the selected bidder and instead contract with another bidder of its choice.

The award of contract will be published in the UNAIDS public website, after all internal clearances and acceptance of the contract by the selected bidder.

5. GENERAL AND CONTRACTUAL CONDITIONS

The contract between UNAIDS and the selected bidder ("the Contract") will, unless otherwise explicitly agreed in writing, include the provisions as set forth in this section, and will otherwise inter alia address the following issues:

- Responsibilities of the selected bidder(s) ("The Contractor(s)") and UNAIDS;
- clear deliverables, timelines and acceptance procedures;
- payment terms tied to the satisfactory completion of the work;
- notices.

The prices payable by UNAIDS for the work to be performed under the Contract shall be fixed for the duration of the Contract and shall be in a UN convertible currency (preferably US Dollars), based on the UN exchange rate of the date of invoice.

The total amount payable by UNAIDS under the Contract may be either a lump sum or a maximum amount. If the option for payment of a lump sum applies, that lump sum is payable in the manner provided, subject to satisfactory performance of the work. If the option for payment of a maximum amount applies:

- the Contract shall include a detailed budget;
- the Contractor shall be held to submit a financial statement together with each invoice;
- any advance payments by UNAIDS shall be used by the Contractor exclusively for the work in accordance with the budget and any unspent balance shall be refunded to UNAIDS;
- payment by UNAIDS shall be subject to satisfactory performance and the acceptance of the Contractor's financial statements; and
- all financial reports shall be subject to audit by or on behalf of UNAIDS, including examination of supporting documentation and relevant accounting entries in the Contractor's books. In order to facilitate financial reporting and audit, the Contractor shall keep systematic and accurate accounts and records in respect of the work.

Unless otherwise specified in the Contract, UNAIDS shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNAIDS shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity as described in the Contract, from any other sources at any time..

5.1 Conditions of Contract

Any and all of the Contractor's (general and/or special) conditions of contract are hereby explicitly excluded from the Contract, i.e., regardless of whether such conditions are included in the Contractor's offer, or printed or referred to on the Contractor's letterhead, invoices and/or other material, documentation or communications.

5.2 Responsibility

The Contractor will be responsible to ensure that the work performed under the Contract meets the agreed specifications and is completed within the time prescribed. The Contractor shall facilitate the operational audit related to the execution of the work and the compliance with the obligations set forth in the Contract, by persons so designated by UNAIDS. In this regard, the Contractor shall make all relevant operational information, without restriction, available to persons so designated by WHO and provide satisfactory explanations to all queries arising in connection therewith.

5.3 Source of Instructions

The Contractor shall neither seek nor accept instructions from any authority external to UNAIDS in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect UNAIDS and shall fulfill its commitments with the fullest regard to the interests of UNAIDS.

5.4 Warranties

The Contractor will warrant and represent to UNAIDS as follows:

- 1) The deliverables shall meet the specifications and shall function in a manner which is fully adequate to meet its intended purpose. The Contractor furthermore warrants that the deliverables shall be error-free, in that the Contractor shall correct any errors in the deliverables, free of charge, within fifteen days after their notification to the Contractor, during a period of at least six months after completion of the work. It is agreed, however, that errors and other defects, which have been caused by modifications to the deliverables made by UNAIDS without agreement of the Contractor are not covered by this paragraph.
- 2) The deliverables shall, to the extent it is not original, only be derived from, or incorporate, material over which the Contractor has the full legal right and authority to use it for the proper implementation of this Contract. The Contractor shall obtain all the necessary licenses for all non-original material incorporated in the deliverables including, but not limited to, licenses for UNAIDS to use any underlying software, application, and operating deliverables included in the deliverables or on which it is based, so as to permit UNAIDS to fully exercise its rights in the deliverables and the software without any obligation on UNAIDS's part to make any additional payments whatsoever to any party.
- 3) The deliverables shall not violate any copyright, patent right, or other proprietary right of any third party and be delivered to UNAIDS free and clear of any and all liens, claims, charges, security interest and any other encumbrances of any nature whatsoever.
- 4) The Contractor, its employees and any other persons and entities used by the Contractor shall not violate any intellectual property rights, confidentiality, right of privacy or other right of any person or entity whomsoever..
- 5) Except as otherwise explicitly provided in this Contract, the Contractor shall at all times provide all the necessary on-site and off-site resources to meet its obligations hereunder. The Contractor shall only use highly qualified staff, acceptable to UNAIDS, to perform its obligations hereunder.
- 6) The Contractor shall take full and sole responsibility for the payment of all wages, benefits and monies due to all persons and entities used by it in connection with the implementation and execution of the Contract, including, but not limited to, the Contractor's employees, permitted subcontractors and suppliers.

The Contractor furthermore warrants and represent that the information provided by it to UNAIDS in response to the RFP and during the bid evaluation process is accurate and complete. The Contractor understands that in the event The Contractor has failed to disclose any relevant information which may have impacted UNAIDS' decision to award the Contract to The Contractor, or has provided false information, UNAIDS will be entitled to rescind the contract with immediate effect, in addition to any other remedies which UNAIDS may have by contract or by law

5.5 Legal Status

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis UNAIDS, and nothing contained in or relating to the Contract shall be construed as establishing or creating an employer/employee relationship between UNAIDS, on the one hand, and the Contractor or any person used by the Contractor in the performance of the work, on the other hand.

Thus the Contractor shall be solely responsible for the manner in which the work is carried out. UNAIDS shall not be responsible for any loss, accident, damage or injury, suffered by the Contractor or persons or entities claiming under the Contractor, arising during or as a result of the implementation or execution of the Contract, including travel, whether sustained on UNAIDS premises or not.

The Contractor shall obtain adequate insurance to cover such loss, accident, injury and damages, before commencing work on the Contract. The Contractor shall be solely responsible in this regard and shall handle any claims for such loss, accident, damage or injury.

5.6 Relation Between the Parties

The Contract does not constitute a partnership between the Parties or does not constitute either Party as the agent of the other.

5.7 Waiver of Breach

The waiver by either Party of any provision or breach of the contract shall not prevent subsequent enforcement of such provision or excuse further breaches.

5.8 Liability

The Contractor hereby indemnifies and holds UNAIDS harmless from and against the full amount of any and all claims and liabilities, including legal fees and costs, which are or may be made, filed or assessed against UNAIDS at any time and based on, or arising out of, breach by the Contractor of any of its representations or warranties under the Contract, regardless of whether such representations and warranties are explicitly incorporated here in or are referred to in any attached Appendices.

5.9 Assignment

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNAIDS.

5.10 Officials not to Benefit

The Contractor warrants that no official of UNAIDS has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

5.11 Indemnification

The Contractor shall indemnify and hold UNAIDS harmless, from and against the full amount of any and all claims and liabilities, including legal fees and costs, which are or may be made, filed or assessed against UNAIDS at any time and based on, or arising out of, the acts or omissions of the Contractor, or the Contractor's employees, officers, agents, partners or sub-contractors, in the performance of the Contract. This provision shall extend, inter alia, to claims and liabilities in the nature of workmen's compensation, product liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants, partners or sub-contractors.

5.12 Contractor's Responsibility for Employees

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

5.13 Subcontracting

Any intention to subcontract aspects of the Contract must be specified in detail in the proposal submitted. Information concerning the subcontractor, including the qualifications of the staff proposed for use must be covered with same degree of thoroughness as for the prime contractor. No subcontracting will be permitted under the Contract unless it is proposed in the initial submission or formally agreed to by UNAIDS at a later time. In any event, the total responsibility for the Contract remains with the Contractor.

The Contractor shall be responsible for ensuring that any and all subcontracts shall be fully consistent with the Contract, and shall not in any way prejudice the implementation of any of its provisions.

5.14 Place of Performance

The place of performance of the work under the Contract shall be in the premises of the contractor with travel to 3-4 countries in the ESA region.

5.15 Language

The communications relating to the Contract and/or performance of the work there under shall be in English.

5.16 Confidentiality

- 1) Except as explicitly provided in the Contract, the Contractor shall keep confidential all information which comes to its knowledge during, or as a result of, the implementation and execution of the Contract. Accordingly, the Contractor shall not use or disclose such information for any purpose other than the performance of its obligations under the Contract. The Contractor shall ensure that each of its employees and/or other persons and entities having access to such information shall be made aware of, and be bound by, the obligations of the Contractor under this paragraph. However, there shall be no obligation of confidentiality or restriction on use, where: (i) the information is publicly available, or becomes publicly available, otherwise than by any action or omission of the Contractor, or (ii) the information was already known to the Contractor (as evidenced by its written records) prior to becoming known to the Contractor in the implementation and execution of this Contract; or (iii) the information was received by the Contractor from a third party not in breach of an obligation of confidentiality.
- 2) The Contractor, its employees and any other persons and entities used by the Contractor shall furthermore not copy and/or otherwise infringe on copyright of any document (whether machine-readable or not) to which the Contractor, its employees and any other persons and entities used by the Contractor have access in the performance of this Contract.
- 3) The Contractor may not communicate at any time to any other person, Government or authority external to UNAIDS, any information known to it by reason of its association with UNAIDS which has not been made public except with the authorization of UNAIDS; nor shall the Contractor at any time use such information to private advantage.

5.17 Title Rights

- 1) All rights pertaining to any and all deliverables under the Contract and the original work product leading thereto, as well as the rights in any non-original material incorporated therein as referred in section 5.4.2 above, shall be exclusively vested in UNAIDS..
- 2) UNAIDS reserves the right to revise the work, to use the work in a different way from that originally envisaged or to not use the work at all.
- 3) At UNAIDS's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist UNAIDS in securing such proprietary rights and transferring them to UNAIDS in compliance with the requirements of applicable law.

5.18 Termination and Cancellation

UNAIDS shall have the right to cancel the Contract (in addition to other rights, such as the right to claim damages):

- 1) In the event the Contractor fails to begin work on the date agreed, or to implement the work in accordance with the terms of the Contract; or
- 2) In the event the progress of work is such that it becomes obvious that the obligations undertaken by the Contractor and, in particular, the time of fulfillment, will not be respected.

In addition, UNAIDS shall be entitled to terminate the Contract (or part thereof), in writing:

- 1) At will with the provision of thirty (30) days prior notice in writing
- 2) With immediate effect (in addition to other rights, such as the right to claim damages), if, other than as provided in the paragraph above, the Contractor is:
 - a. In breach of any of his material obligations under the Contract and fails to correct such breach within a period of thirty (30) days after having received a written notification to that effect from UNAIDS; or
 - b. Adjudicated bankrupt or formally seeks relief of his financial obligations.

5.19 Force Majeure

No party to the Contract shall be responsible for a delay caused by force majeure, that is, a delay caused by reasons outside such party's reasonable control , it being agreed, however, that UNAIDS shall be entitled to terminate the Contract (or any part of the Contract) forthwith if the implementation of the work is delayed or prevented by any such reason for an aggregate of thirty (30) days. Such termination shall be subject to payment of an equitable part of the Contract sum and/or other reasonable charges. In the event of such termination, the Contractor shall, in accordance with the ownership rights referred to in section 5.17 *Title rights*, deliver to UNAIDS all work products and other materials so far produced.

In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNAIDS, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNAIDS of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNAIDS shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

5.20 Surviving Provisions

Those rights and obligations of the Parties as set forth in section 5 that are intended by their nature to survive the expiration or earlier termination of the Contract shall survive indefinitely. This includes, **but is expressly not limited to**, any provisions relating to UNAIDS' right to financial and operational audit, conditions of contract, warranties, legal status and relationship between the parties, breach, liability, indemnification, subcontracting, confidentiality, title rights, use of the UNAIDS and WHO name and emblem, successors and assignees, insurance and liabilities to third parties, settlement of disputes, observance of laws, privileges and immunities, no terrorism or corruption, foreign nationals and compliance with UNAIDS policies

5.21 Use of UNAIDS and WHO name and emblem

Without UNAIDS's prior written approval, the Contractor shall not, in any statement of an advertising or promotional nature, refer to the Contract or its relationship with UNAIDS and/or the World Health Organization (WHO) (which provides the administration of UNAIDS, including its secretariat). In no case shall the Contractor use the name or the emblem of UNAIDS and/or WHO, or any abbreviation thereof, in relation to its business or otherwise.

5.22 Successors and Assignees

The Contract shall be binding upon the successors and assignees of the Contractor and the Contract shall be deemed to include the Contractor's successors and assignees, provided, however, that nothing in the Contract shall permit any assignment without the prior and written approval of UNAIDS.

5.23 Payment

Payment will be made against presentation of an invoice in a UN convertible currency (preferably US Dollars) in accordance with the payment schedule contained in the Contract and subject to UNAIDS's acceptance of satisfactory performance of work. Any payments by UNAIDS to the Contractor shall reflect any tax exemptions to which UNAIDS is entitled by reason of the immunity it enjoys. UNAIDS is exempt from all direct taxes, customs duties and the like and the Contractor shall consult with UNAIDS so as to avoid the imposition of such charges. As regards duties and other indirect taxes, the Contractor shall list such charges on invoices as a separate item and, to the extent required, cooperate with UNAIDS to enable reimbursement thereof.

5.24 Title to Equipment

Title to any equipment and supplies that may be furnished by UNAIDS shall rest with UNAIDS and any such equipment shall be returned to UNAIDS at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNAIDS, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNAIDS for equipment determined to be damaged or degraded beyond normal wear and tear.

5.25 Insurance and Liabilities to Third Parties

The Contractor shall provide and thereafter maintain:

(i) insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

(ii) all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

(iii) liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the performance of work under the Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees partners or sub-contractors performing work in connection with the Contract.

Except for the workmen's compensation insurance, the insurance policies under this section shall:

- a) Name UNAIDS as additional insured;
- b) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNAIDS;
- c) Provide that UNAIDS shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage.

The Contractor shall, upon request, provide UNAIDS with satisfactory evidence of the insurance required under this section.

5.26 Settlement of Disputes

Any dispute relating to the interpretation or application of the contract shall, unless amicably resolved, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties or, in the absence of agreement, with the rules of arbitration of the International Chamber of Commerce. The parties shall accept the arbitral award as final.

5.27 Observance of the Law

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of the Contract.

5.28 Authority to Modify

No modification or change in the Contract, no waiver of any of its provisions or any additional contractual relationship of any kind shall be valid and enforceable unless signed by a duly authorized representative of both parties.

5.29 Privileges and Immunities

Nothing in or relating to this Contract shall:

- be deemed a waiver of any of the privileges and immunities of UNAIDS and/or the World Health Organization in conformity with the Convention on the Privileges and Immunities of the Specialized Agencies approved by the General Assembly of the United Nations on November 21, 1947 or otherwise under any national or international law, convention or agreement.
- Be construed as submitting UNAIDS and/or WHO to any national jurisdiction

5.30 No Terrorism or Corruption

The Contractor warrants that:

(i) it is not and will not be involved in, or associated with, any person or entity involved in terrorism, that it will not make any payment to any such person or entity and that it will not enter into any employment or subcontracting relationship with any such person or entity; and

(ii) it shall not engage in any illegal, corrupt, fraudulent, collusive or coercive practices in connection with execution of the Contract.

The Contractor agrees that breach of this provision is a breach of an essential term of the Contract.

Any payments used by the Contractor for the promotion of any terrorist activity or any illegal, corrupt, fraudulent, collusive or coercive practice shall be repaid to UNAIDS without delay

5.31 Personnel

5.31.1 Approval of Contractor Personnel

UNAIDS reserves the right to approve any employee, subcontractor or agent furnished by the Contractor and Contractor's consortium partners for the performance of the work under the Contract (hereinafter jointly referred to as "Contractor Personnel"). All Contractor Personnel must have appropriate qualifications, skills and levels of experience and otherwise be adequately trained to perform the work. UNAIDS reserves the right to undertake an interview process as part of the approval of Contractor Personnel.

The Contractor acknowledges that the qualifications, skills and experience of the Contractor personnel proposed to be assigned to the project are material elements in UNAIDS's engaging the Contractor for the project. Therefore, in order to ensure timely and cohesive completion of the project, both parties intend that Personnel initially assigned to the project continue through to project completion. Once an individual has been approved and assigned to the project, such individual will not, in principle, thereafter be taken off the project by the Contractor to other duties. Circumstances may arise, however, which necessitate that Personnel be substituted in the course of the work e.g. in the event of promotions, termination of employment, sickness, vacation or other similar circumstances, at which time a replacement of comparable qualifications, skills and experience may be assigned to the project, subject to approval of UNAIDS.

UNAIDS may refuse access to or require replacement of any Contractor Personnel if such individual renders, in the sole judgment of UNAIDS, inadequate or unacceptable performance, or if for any other reason UNAIDS finds such individual does not meet its his/her security or responsibility requirements. The Contractor shall replace such an individual within fifteen (15) business days of receipt of written notice from UNAIDS. The replacement will have the required qualifications, skills and experience and will be billed at a rate that is equal to or less than the rate of the individual being replaced.

5.31.2 Project Managers

Each party shall appoint a qualified project manager ("Project Manager") who shall serve as such party's primary liaison throughout the course of the project. The Project Manager shall be authorized by the respective party to answer all questions posed by the other party and convey all decisions made by such party during the course of the project and the other party shall be entitled to rely on such information as conveyed by the Project Manager.

The Project Managers shall meet on regular basis in order to review the status of the project and provide UNAIDS with reports. Such reports shall include detailed time distribution, information in the form requested by UNAIDS and shall cover problems, meetings, progress and status against the implementation timetable.

5.31.3 Foreign Nationals

The Contractor shall verify that all Contractor Personnel is legally entitled to work in the country or countries where the work is to be carried out. UNAIDS reserves the right to request the Contractor to provide UNAIDS with adequate documentary evidence attesting this for each Contractor Personnel. Each party hereby represents that it does not discriminate against individuals on the basis of race, gender, creed, national origin, citizenship.

5.31.4 Compliance with UNAIDS Policies

The Contractor shall at all times comply with and ensure that the Contractor and each of its subcontractors and their employees and agents comply with any applicable laws and regulations and any UNAIDS policies and reasonable written direction and procedures relating to: (i) occupational health and safety, (ii) security and administrative requirements, including, but not limited to computer network security procedures, (iii) sexual harassment, (iv) privacy, (v) general business conduct and disclosure, (vi) conflicts of interest and (vii) business working hours and official holidays.

In the event that the Contractor becomes aware of any violation or potential violation by the Contractor, its subcontractor or any of their employees or agents, of any laws, regulations, UNAIDS policies or of other UNAIDS reasonable written directions and procedures, the Contractor shall immediately notify UNAIDS of such violation. UNAIDS, in its sole discretion, shall determine the course of action to remedy such violation or prevent such potential violation, in addition to any other remedy available to UNAIDS under the Contract or otherwise.

5.31.5 Ethical Behaviour

UNAIDS, the Contractor and each of the Contractor's partners, subcontractors and their employees and agents shall adhere to the highest ethical standards in the performance of the Contract. In this regard, the Contractor shall also ensure that neither Contractor nor its partners, subcontractors, agents or employees will engage in activities involving child labor, trafficking in arms, promotion of tobacco or other unhealthy behavior, or sexual exploitation or discrimination.

5.31.6 Engagement of Third Parties and use of In-house Resources

The Contractor acknowledges that UNAIDS may elect to engage third parties to participate in or oversee certain aspects of the project and that UNAIDS may elect to use its in-house resources for the performance of certain aspects of the project. The Contractor shall at all times cooperate with and ensure that the Contractor and each of its partners, subcontractors and their employees and agents cooperate, in good faith, with such third parties and with any UNAIDS in-house resources.

ANNEX 1. UNAIDS RST ESA HIV Programme - RBM Framework

UNAIDS RST-ESA Theory of Change

